

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	Civil Action No. 2:19-cv-13309
v.)	
)	
STEAMFITTERS, PIPEFITTERS, AND)	
APPRENTICES LOCAL UNION NO. 475,)	
)	
)	
Defendant)	
)	

CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission (“EEOC” or “Commission”) filed this action alleging that Defendant Steamfitters, Pipefitters, and Apprentices Local Union No. 475 (“Defendant” or “Steamfitters Local 475”) violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e-8 *et. seq* (“Title VII”) by failing to maintain race/ethnicity and sex data for all its members and submit EEO-3 Reports as required by law.

The EEOC and Defendant have agreed that this action should be resolved by entry of this Consent Decree (“Decree”), and therefore do hereby stipulate and consent to the entry of this Decree as final and binding on the parties, including Defendant’s successors, assigns, subsidiaries, affiliates and any other corporation or entity with which Defendant may merge or consolidate. The parties have agreed that this Decree may be entered without findings of fact and conclusions of law having been made by the Court.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

A. GENERAL PROVISIONS

1. This Decree is final and binding between the parties and resolves all claims in EEOC's Complaint in this case and EEOC Charge No. 524-2016-00274. This Decree does not resolve any other charge of discrimination pending before the EEOC, or any charge that may be filed in the future.

2. The parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.

3. By mutual consent of the parties, this Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree's provisions. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing, approved by all parties to this Decree, and approved or ordered by the Court.

4. Defendants will send any documents, reports, forms, or other information required to be forwarded to the EEOC, by electronic mail to "Consent Decree Monitor" at decreemonitor.nydo@eoc.gov.

B. INJUNCTIVE RELIEF

5. Defendant shall comply in a timely manner with the record keeping and reporting requirements set forth at 29 C.F.R. §§1602.27-28. When Defendant collects information about the race/ethnicity and sex of members, persons referred, and apprentices, it shall do so using methods acceptable for collecting such data for EEO-3 reports.

6. Defendant shall prepare and timely file EEO-3 reports in accordance with the instructions published on the EEOC's website for such reports. If, as of the entry of this Decree, Defendant has not yet filed the EEO-3 report that was due to be filed by December

31, 2018, Defendant shall do so within fourteen (14) days following the entry of this Decree. Defendant shall contemporaneously send a copy of each EEO-3 report it files to the Consent Decree Monitor.

C. POLICIES AND POSTING

7. Within seven (7) days of entry of the Decree, Defendant will post the “EEO is the Law” poster attached as Exhibit A in the union hall and in conspicuous places where employee and member notices are posted.

8. Within seven (7) days of entry of the Decree Defendant will sign and conspicuously post the Notice to Members attached as Exhibit B to this Decree. Defendant will post copies of the Notice on all member bulletin boards in the union hall for the term of this Decree.

D. TRAINING

9. Within thirty (30) days of the entry of this Decree, and annually thereafter, Defendant will provide no fewer than two (2) hours live in-person training to all union officers, employees, and any other agents of the union who are involved in administering the union’s referral, apprenticeship, and/or training programs. The training shall cover the statutes enforced by the EEOC, including Title VII of the Civil Rights Act of 1964, as amended, with an emphasis on the record-keeping and reporting requirements set forth in the EEOC’s regulations.

E. RECORDKEEPING AND REPORTING

10. Defendant shall furnish to the EEOC the following written reports semi-annually (“Semi-Annual Report”) during the term of this Decree. The first Semi-Annual Report shall be due six (6) months after entry of the Decree. Subsequent Semi-Annual

Reports shall be due every six (6) months thereafter, except that the final Semi-Annual Report shall be due thirty (30) calendar days prior to the expiration of the Decree. Each such Semi-Annual Report shall contain a list of Defendant's members and apprentices eligible for referrals, and shall include the race/ethnicity and sex of each such individual as those terms are defined for purposes of the EEO-3 report. Defendant will also provide the residential addresses of its members and apprentices.

11. Upon request by the Commission, Defendant will submit copies of records of all referrals made and any supporting documents, in the 60 days preceding the request, and will cooperate reasonably in providing answers to questions the Commission may have about the referrals.

F. MONITORING

12. Within 30 days after completing each of the steps required by Paragraphs 7-10 of this Decree, Defendant will certify to the Commission in writing that it has done so.

13. The EEOC may monitor compliance with the terms of this Decree by inspection of the Defendant's premises and records and interviews with Defendant's employees and members at reasonable times. Defendant agrees to make available for inspection and copying any records reasonably related to compliance with this Decree, upon notice by the Commission.

G. TERM OF DECREE AND DISPUTE RESOLUTION

14. This Decree will remain in effect for three (3) years from the date it is entered by the Court ("Term") provided, however, that if at the end of the Term of the Decree, any disputes about compliance with the Decree remain unresolved (see Paragraph 15), the term of the Decree shall be automatically extended until such time as all such disputes have been resolved. This case may be administratively closed but will not be dismissed. The Decree will expire by its

own terms at the end of the Term, without further action by the parties or the Court, unless the duration of this Decree has been extended automatically pursuant to this Paragraph or by other order of the Court.

15. If during the Term of this Decree the EEOC believes that Defendant has failed to comply with any provision(s) of the Decree, the EEOC shall notify Defendant of the alleged non-compliance and shall afford Defendant ten (10) business days to remedy the non-compliance or satisfy the EEOC that Defendant has complied. If Defendant has not remedied the alleged non-compliance or satisfied the EEOC that it has complied within ten (10) business days, the EEOC may apply to the Court for relief, including modification of this Decree or other relief that the Court determines to be appropriate.

16. No party will contest the validity of this Consent Decree or that the Court has jurisdiction to enforce this Decree and its terms for all purposes including, but not limited to, the entering of all orders, judgments and decrees as necessary to implement the relief provided herein for the Term of this Decree. A breach of any term of this Decree by Defendant shall be deemed a substantive breach of this Decree for which EEOC may bring an enforcement action.

H. MISCELLANEOUS PROVISIONS

17. Each party shall bear its own expenses, attorneys' fees, and costs.

18. The terms of this Decree are and shall be binding on the present and future directors, officers, managers, agents, successors and assigns of Defendant. At least twenty-one (21) days prior to any merger or other transfer of Defendant's assets or operations, Defendant shall provide a copy of this Decree to any potential transferee or other potential successor entity.

19. When this Decree requires a certification by Defendant of any fact(s), such certification shall be made under oath or penalty of perjury by an officer or management employee of Defendant.

20. Nothing in this Decree shall be construed as an admission by either party of any claim or defense of the other party.

21. This Decree contains the sole and entire agreement between the EEOC and Defendant concerning all claims raised in the EEOC's Complaint and in EEOC Charge No. 524-2016-00274. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to be an amendment to this Decree.

SO ORDERED, ADJUDGED AND DECREED this ____ day of July, 2019.

U.S. District Court Judge

**FOR PLAINTIFF EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

Jeffrey Burstein (by AS)
JEFFREY BURSTEIN
Regional Attorney

JUSTIN MULAIRE
Supervisory Trial Attorney

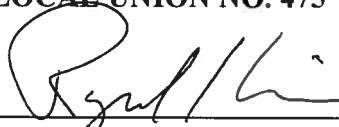
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**FOR DEFENDANT STEAMFITTERS,
PIPEFITTERS, AND APPRENTICES
LOCAL UNION NO. 475**



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Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected: The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

NOTICE TO ALL STEAMFITTERS, PIPEFITTERS, AND APPRENTICES OF LOCAL UNION NO. 475

This notice is being posted pursuant to a Consent Decree entered into between the Steamfitters, Pipefitters, and Apprentices of Local Union No. 475 ("Local Union 475") and the United States Equal Employment Opportunity Commission ("EEOC").

Federal law prohibits labor organizations from discriminating against members, apprentices, and applicants because of their race, color, national origin, religion, sex (including pregnancy and sexual harassment), age (40 years and over), disability, and genetic information.

Federal law also prohibits retaliation against any individual by a labor organization because the individual exercised his/her rights to oppose or complain about discrimination or to file a charge with the EEOC or other government agencies.

Federal law also requires that labor organizations with more than 100 members make and preserve certain records and to submit reports relevant to determining whether they are engaged in unlawful employment practices.

Local Union 475 has equal opportunity policies prohibiting discrimination and retaliation and has procedures for reporting complaints of discrimination. Local Union 475 will comply with its recordkeeping and reporting obligations.

The EEOC is a federal government agency that enforces the federal laws against discrimination in employment on the basis of race, color, national origin, religion, sex, age, disability, or genetic information. If you believe you have a complaint of discrimination, in addition to the reporting methods provided to you by Local Union 475, you may contact the EEOC at:

**U.S. Equal Employment Opportunity Commission
Newark Area Office
Two Gateway Center, Suite 1703
283-299 Market Street
Newark, NJ 07102
Phone: (973) 645-4684
TTY: (973) 645-3004
Website: www.eeoc.gov
Email: info@eeoc.gov**

Date: _____

Local Union 475

**THIS IS AN OFFICIAL NOTICE AND MUST REMAIN POSTED UNTIL _____, 2022.
THIS NOTICE MUST NOT BE DEFACED, ALTERED OR COVERED.**